

# NAVAJO NATION DEPARTMENT OF JUSTICE

## REQUEST FOR SERVICES

|           |  |
|-----------|--|
| DOJ       |  |
| DATE/TIME |  |
| RFS#      |  |
| SAS#      |  |
| UNIT:     |  |

### ~ CLIENT TO COMPLETE ~

|                   |                 |             |                             |
|-------------------|-----------------|-------------|-----------------------------|
| DATE OF REQUEST:  | Jan. 25, 2006   | DIVISION:   | Dine' Education             |
| REQUESTING PARTY: | J. Kaibah Begay | DEPARTMENT: | Early Childhood Development |
| PHONE NUMBER:     | 871-6902        | PROGRAM:    |                             |

### COMPLETE DESCRIPTION OF LEGAL NEED AND SERVICES REQUESTED (attach documents):

Approving and supporting Modification Six (6) to C22243, Professional Services Contract between the Department of Early Childhood Development and Unsat Network Communications, Inc. The purpose of Modification 6 details Performance Requirements and sets forth conditions of the Network Infrastructure, Internet Management and PC Management of Computers and Servers and establishes Filtered Internet Access at each Head Start Center, Service Area, Agency Office and Central Administration. The term of this contract amendment shall be November 01, 2005 to April 30, 2006 for a budget increase of \$159,120.00. The new revised contract total shall be \$1,148,616.00. The 3rd and 4th quarters of FY 2006 are to be negotiated.

DEADLINE: REASON:

### ~ DOJ SECRETARY TO COMPLETE ~

DATE/TIME IN UNIT: RESPONSIBLE STAFF PERSON:

REVIEWED & ASSIGNED: TIME/HRS/MIN: COMPLETION DATE:

|   |   |
|---|---|
| <input type="checkbox"/> REVIEW FOR LEGAL SUFFICIENCY | <input type="checkbox"/> SURNAME                        |
| <input type="checkbox"/> REQUEST FOR LEGAL OPINION    | <input type="checkbox"/> APPOINTMENT/CONFERENCE/MEETING |
| <input type="checkbox"/> RESOLUTION:                  | <input type="checkbox"/> REVIEW & ADVISE                |

### ~ DOJ ATTORNEY/ADVOCATE TO COMPLETE ~

REVIEWED BY: DATE: TIME: Hrs. Min.

SURNAMED BY: DATE: TIME: Hrs. Min.

DATE SENT TO DOJ RECEPTIONIST:

Called for document pickup.  
Date: Time: By:

PICKED UP BY: DATE/TIME:

PLEASE PRINT ♦ PLEASE PRINT ♦ PLEASE PRINT



**PROFESSIONAL SERVICE CONTRACT**  
**Navajo Nation**  
**Department of Early Childhood Development**  
**and**  
**OnSat Network Communication, Inc.**



CONTRACT NO.: C22243  
AMENDMENT NO.: Six (6)

**TYPE OF AMENDMENT**

- : ☐ SCOPE OF WORK  
☒ CONTRACT BUDGET  
☒ TERM OF CONTRACT  
☐ TERMINATION  
☐ OTHER

**ATTACHMENTS:**

- : ☐ REVISED SCOPE OF WORK  
☒ REVISED BUDGET  
☒ TERM OF CONTRACT  
☐ TERMINATION  
☒ OTHER

**SIGNATURES OF CONTRACT**

**FOR THE CONTRACT/CONSULTANT:**

**FOR THE NAVAJO NATION:**

| SIGNATURE   | DATE |
|---|------|
| David Stephens, C.E.O.<br>OnSat Network Communication, Inc.<br>Post Box 981855<br>Park City, Utah 84098<br>E.I.N.:870618849 |      |

| SIGNATURE  | DATE |
|--|------|
| Joe Shirley, Jr. -or- Frank Dayish, Jr.,<br>President -or- Vice-President<br>THE NAVAJO NATION<br>Post Office Box 3479<br>Window Rock, Arizona 86515 |      |

AMENDMENT No. 6  
CONTRACT NO: C22243  
REVISED SCOPE OF WORK

Modification to CONTRACT SCOPE OF WORK

**Network Management Memorandum of Understanding between the Navajo Nation Head Start and OnSat including staffing, reporting and bandwidth**

Amendments #6 detail performance requirement and set forth conditions on the Network Infrastructure & Internet Management and PC Management of Computers and Servers, and establishes Filtered Internet Access at each Head Start Centers/ Services Area/ Agency and Central Administration as established in Amendment #5.

- 1.) OnSat is providing NN DECD Virtual Private Network (VPN) set-up, maintained, management, training and appropriate bandwidth/connectivity that is satisfactory to DECD program operation and management including staff. OnSat will increase the bandwidth by March 1, 2006 to ensure that Internet services meet the demands of the DECD program with minimal interruption in services and downtime. Not to provide non-NN DECD type Internet services such as radio or video downloads that is not in accordance to NN DECD / OnSat Internet Network Policies and Procedures.
- 2.) Between the date this Amendment #6 is signed and April 30, 2006, OnSat will provide at least 6 full-time OnSat employees to be housed at the following NN DECD Central & Agency Offices:
  - Central
  - Chinle
  - Crownpoint
  - Ft Defiance
  - Shiprock
  - Tuba City

These individuals will be OnSat employees assigned 100% to Head Start services and OnSat will insure that the same employee is assigned every day at the same agency within reasonable expectation. The OnSat agency employee will report to agency office from 8am to 12 pm, 1 pm to 5 pm, Monday thru Friday, 40 hours per week excluding Navajo Nation holidays, administrative and official closure dates. OnSat will pay salary, benefits and mileage expenses. These employees will spend 100% during 40 hours per week working at DECD Agency and Classrooms. Employees will be in hired by February 17, 2006. With the exception of Tuba City Agency OnSat employee's hours will be subject to availability of housing, however this exception is limited to March 1, 2006. NN DECD will provide IT office space, desk, telephone, copier and office supplies for such OnSat employees. NN DECD will also provide keys for after hour access. Any reassignment of OnSat staff hire for the purpose of providing services to Head Start program & activities that are requested to provide said service to other non-DECD program requires the Approval of the DECD Department Manager

- 3.) The Network will allow all users secure connection to NN DECD applications such as COPA, iCare, CCPort, NRS, FMIS and other NN DECD specific applications

regardless of location classroom or Agency location. This will require Authentication Management to be provided by OnSat for the entire Network meaning that all computers on the network must be managed by OnSat staff. NN DECD will provide timely employee rosters and updates so OnSat can make updates on users who are accessing the network.

- 4.) OnSat will continue to be able to provide approximately \$1,000,000 per year for In-Kind Funds to NNHS.
- 5.) OnSat will work to support and train users to use the Network including wireless connection, the use of email, Messenger and other Network applications but NOT including COPA, iCare, CCPort, NRS, FMIS and other DECD specific applications. OnSat will provide video services so training will be available online or by CD/DVD. NN DECD will be responsible for providing training to DECD staff on COPA, CCPort, NRS, and other DECD specific application.
- 6.) OnSat will implement the network policies and procedures that provide for management of the Network, including virus/SPAM protection and support call center management so employees can have a single number to call for support and NNHS management will have full-time accountability for the Network status. The Department Manager of NN DECD will approve all such policies and procedures.
- 7.) OnSat shall provide written reports every 2 weeks on services provided to the NN DECD Department Manager as to the performance status of all OnSat responsibilities, activities and services prior to February 1, 2006.
- 8.) Management of equipment purchases. OnSat will review and approve Network equipment purchases and assist in establishing developing standards, however, will not impede the purchase process. NN DECD shall facilitate prompt payment for software, hardware, service and components required to allow OnSat to properly discharge its responsibilities. All equipment, software, hardware and associated items purchase with DECD funds are the property of NN DECD, likewise, All equipment, software, hardware and associated items purchase with OnSat funds are the property of OnSat.
- 9.) OnSat will provide an Inventory Listing of all software, hardware, equipment and non-disposable items to Head Start by February 1, 2006. All new purchases will require a Navajo Nation identification tag.

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME AND ENFORCED.**

AMENDMENT No. 6  
CONTRACT NO: C22243  
REVISED BUDGET OF CONTRACT

Modification to CONTRACT BUDGET:

This Amendment number six (6) for contract number C22243 between the DEPARTMENT OF EARLY CHILDHOOD DEVELOPMENT and ONSAT NETWORK COMMUNICATIONS, INC. increases the CONTRACT BUDGET in the amount of \$159,120. This modification is the extension of Amendment Number 5 for Network, Internet, Computer, Server, Software, and Service and Management as established in Amendment Number 5.. The original amount is \$1,069,056 and will be increased in this modification by \$159,120 for a revised total contract amount of \$1,228,176.

Amendment Five (5) was mistakenly titled "modification six", of agreement C#22243. This Amendment Six (6) is an extension of the services outlined in Addendum Five (5) for the period beginning November 1, 2005 to April 30, 2006. The first quarter payment for 2006 is past due at this time.

The purpose of Addendum Number Six (6) is to provide 1<sup>st</sup> and 2<sup>nd</sup> Quarter allocation, ending April 30, 2006, for IT Management, computer and software support and service. 3<sup>rd</sup> and 4<sup>th</sup> quarter allocations will be negotiated.

FOR THE PERIOD:            BEGINNING : November 1, 2005  
                                     ENDING        : April 30, 2006

PAYMENTS TO BE MADE FROM:

|          |              |                  |
|----------|--------------|------------------|
| Account: | K060513-5640 | \$ 0             |
|          | K060514-5640 | \$ 0             |
|          | K060515-5640 | \$ 0             |
|          | K060516-5640 | \$ 0             |
|          | K060517-5640 | \$ 0             |
|          | K060520-5640 | <u>\$159,120</u> |
|          | Subtotal     | \$159,120        |

TOTAL OF MODIFICATION SIX (6):            \$159,120

ORIGINAL CONTRACT AMOUNT:            \$1,069,056

REVISED BUDGET AMOUNT TOTAL:        \$1,148,616